INVITATION TO BID	0 10	BIDS WILL BE PUBLICLY	OPENED:
STATE OF LOUISIANA		APR 14, 2010	10:00 AM
DIVISION OF ADMINISTRATION			
OFFICE OF STATE PURCHASING		PURCHASING AGENCY NO. :	107001
====> VENDOR NO. : SOLICITATION : 2238897			
—— FILE NO. : OPENING DATE : 04/14/10			
		SEE NO. 8 BELOW. RET	TURN BID TO 10:00 AM
VENDOR NAME AND ADDRESS		2238897 04/14/10	
		OFFICE OF STATE PURCHASI OFFICE OF STATE PURCHASI POST OFFICE BOX 94095 BATON ROUGE, LA 70804-909	NG NG 5
		BUYER PHONE : (22	NA GROS, CPPB 25) 342-9200 17/10 7001 FOLD HERE>
FILL IN VENDOR NUMBER (FEIN), NAM		OFFICE OF STATE P AGENCY REQ. NO. :	URCHASING
ADDRESS ABOVE, BEFORE SUBMITTII	NG BID.	VENDOR PHONE :	28986
		FISCAL YEAR : 10 CLASS/SUBCLASS : 926	885
		SCHEDULED BEGIN DATE : 05/ SCHEDULED END DATE : 04/ T-NUMBER : 92/	/30/11
AUTOMOTIVE TRANSMISSION REPAIRS, TROOP			
AREA G-4 LAFAYETTE - REBID			
TO BE COMPL 1. PLEASE REMOVE FROM THIS COMMODITY CODE.	ETED BY VENDOR		
DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIP CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY		OUNTS FOR	
LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT W DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRAC	ILL NOT BE CONSIDERE	D IN	
BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. 4 BID BOND ATTACHED, CERTIFIED CHECK ATTACHE	D,OTHER,	F REQUIRED.	
5 BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESUL	TING ORDER OR CONTI	RACT).	
INSTRUCTION	IS TO BIDDERS		
READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPEC ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS,		ORMS OF ALTERATION TO UNIT PRICES SI	HOULD BE
INITIALED BY THE BIDDER. 3. THIS BID IS TO BE MANUALLY SIGNED IN INK.			FOLD HERE>
BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION (OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WOOD OF DELIVERY WINDSTEIN DEATER. WHO STORM THE WOOD OF			OVANCE"
INVOICE OR DELIVERY, WHICHEVER IS LATER. 5. AMOUNT OF BID BOND REQUIRED:		% OF BID.	
7. DESIRED DELIVERY: 002DAYS ARO 8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOU			FD WITH
THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPE 9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STA	CIAL ENVELOPE IF FURN	IISHED FOR THAT PURPOSE.	
PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD IN THIS SOLICITATION.	TERMS AND CONDITION	IS; SPECIAL CONDITIONS; AND SPECIFICA	TIONS LISTED
10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WI SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOU BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INF	UT COLLUSION OR FRAU	ID. THIS BID IS TO BE MANUALLY SIGNED	IN INK
VENDOR PHONE NUMBER:	LE	DATE	
FAX NUMBER:	INIAME OF	PINNEP	
SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3. (MUST BE SIGNED)	NAME OF (TYPED C	R PRINTED)	

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11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.

12. CONFERENCE:

NA

NΔ

NA

13. BID FORMS.

ALL WRITTEN BIDS. UNLESS OTHERWISE PROVIDED FOR MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:

- A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND:
- B. BID FILLED OUT IN PENCIL: AND
- C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT

14. STANDARDS OF QUALITY.

ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFOMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.

15. DESCRIPTIVE INFORMATION.

BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

16. BID OPENING.

BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

17. AWARDS.

THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.

LINESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SQLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

19. DELIVERIES.

BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.

20. TAXES.

VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

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21. NEW PRODUCTS.

UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

22. CONTRACT RENEWALS.

UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.

23. CONTRACT CANCELLATION.

THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.

24. DEFAULT OF CONTRACTOR.

FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT.
WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS
OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT
PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.

25. ORDER OF PRIORITY.

IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

26. APPLICABLE LAW.

ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

27. COMPLIANCE WITH CIVIL RIGHTS LAWS.

BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

28. SPECIAL ACCOMMODATION.

ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

29. INDEMNITY.

CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

30. SIGNATURE AUTHORITY.

IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

- 1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR
- 2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR
- 3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY.

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1 BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:
OFFICE OF STATE PURCHASING
P O BOX 94095
BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

OFFICE OF STATE PURCHASING CLAIBORNE BUILDING, SUITE 2-160 1201 NORTH THIRD STREET BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

**ATTENTION: **

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY ON LAPAC AT THE FOLLOWING WEB SITE: HTTP://WWWPRD.DOA.LOUISIANA.GOV/OSP/LAPAC/PUBMAIN.ASP ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

- 2 TERMS AND CONDITIONS. THIS SOLICITATION CONTAINS ALL TERMS AND CONDITIONS WITH RESPECT TO THE COMMODITIES HEREIN. ANY VENDOR CONTRACTS, FORMS, TERMS OR OTHER MATERIALS SUBMITTED WITH BID MAY CAUSE BID TO BE REJECTED.
- 3 VENDOR'S FORMS. THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ISSUED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.

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- 4 SUBSTITUTES. ONLY BRANDS AND NUMBERS STATED IN THE AWARD ARE APPROVED FOR DELIVERY UNDER THIS CONTRACT AND ANY SUBSTITUTION MUST RECEIVE PRIOR WRITTEN APPROVAL OF THE DIRECTOR OF STATE PURCHASING OR DESIGNEE.
- 5 PRICE REDUCTIONS. WHENEVER THERE IS A REDUCTION IN PRICE, WHICH IS LOWER THAN THE CONTRACT PRICE, OFFERED TO SIMILARLY SITUATED CUSTOMERS CONTRACTING FOR THE SAME PERIOD AND UNDER THE SAME TERMS AND CONDITIONS, SAID REDUCTION MUST BE PRESENTED DIRECTLY TO THE DIRECTOR OF STATE PURCHASING. NO PRICE REDUCTION ON A STATEWIDE CONTRACT MAY BE OFFERED TO AN AGENCY UNLESS THAT REDUCTION IS OFFERED TO ALL AGENCIES.
- 6 INVOICES. INVOICES WILL BE SUBMITTED BY THE CONTRACTOR TO THE USING AGENCY AND THE INVOICE SHALL REFER TO THE DELIVERY TICKET NUMBER, DELIVERY DATE, PURCHASE/RELEASE ORDER NUMBER. QUANTITY, UNIT PRICE, AND DELIVERY POINT. A SEPARATE INVOICE FOR EACH ORDER DELIVERED AND ACCEPTED SHALL BE SUBMITTED BY THE CONTRACTOR IN DUPLICATE DIRECTLY TO THE ACCOUNTING DEPARTMENT OF THE USING AGENCY. INVOICES SHALL SHOW THE AMOUNT OF ANY CASH DISCOUNT AND SHALL BE SUBMITTED ON THE CONTRACTOR'S OWN INVOICE FORM.
- 7 PAYMENT. PAYMENT WILL BE MADE ON THE BASIS OF UNIT PRICE AS LISTED IN THIS CONTRACT; SUCH PRICE AND PAYMENT WILL CONSTITUTE FULL COMPENSATION OF FURNISHING AND DELIVERING THE CONTRACT COMMODITIES. IN NO CASE WILL THE STATE AGENCY REFUSE TO MAKE PARTIAL PAYMENTS TO THE CONTRACTOR ALTHOUGH ALL ITEMS HAVE NOT BEEN DELIVERED. THIS PAYMENT IN NO WAY RELIEVES THE CONTRACTOR OF HIS RESPONSIBILITY TO EFFECT SHIPMENT OF THE BALANCE OF THE ORDER. PAYMENT WILL BE TO VENDOR AND ADDRESS AS SHOWN ON ORDER.
- 8 VENDOR LIST. THE BIDDER WHO SIGNS THE BID WILL BE DESIGNATED AS PRIME CONTRACTOR ON ANY CONTRACT RESULTING FROM THIS SOLICITATION. IF ADDITIONAL DISTRIBUTOR VENDORS ARE AUTHORIZED TO RECEIVE ORDERS FOR ITEMS CONTAINED IN SAID CONTRACT, THE BIDDER MUST SUBMIT WITH THE BID, A LIST OF THOSE ADDITIONAL AUTHORIZED DISTRIBUTORS INCLUDING THE COMPLETE BUSINESS ADDRESS. THE PRIME CONTRACTOR WILL BE RESPONSIBLE FOR THE ACTIONS OF ANY DISTRIBUTOR VENDORS LISTED.
- 9 COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS SOLICITATION, THE BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION, WITHOUT REGARD TO RACE,

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	AFFILIATION, OR DISABILI COMMITTED BY BIDDER, OR STATUTORY OBLIGATIONS WETERMINATION OF ANY CONTROLLICITATION.	ATIONAL ORIGIN, VETERAN STATUS, POLITICAL CTIES. ANY ACT OF DISCRIMINATION FAILURE TO COMPLY WITH THESE MEN APPLICABLE, SHALL BE GROUNDS FOR PACT ENTERED INTO AS A RESULT OF THIS
10	A PREFERENCE MAY BE ALLO	ICE WITH LOUISIANA REVISED STATUTES 39:1595, DWED FOR PRODUCTS MANUFACTURED, PRODUCED, LOUISIANA OF EQUAL QUALITY. RENCE? YES
	SPECIFY LINE NUMBER(S):_	
	SPECIFY LOCATION WITHIN PRODUCED, GROWN OR ASSEM	LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, MBLED:
	(NOTE: IF MORE SPACE IS	REQUIRED, INCLUDE ON SEPARATE SHEET.)
	DO YOU HAVE A LOUISIANA	BUSINESS WORKFORCE? YES NO
		NAT AT LEAST FIFTY PERCENT (50%) OF YOUR FORCE IS COMPRISED OF LOUISIANA RESIDENTS?
	YES NO	
		I INFORMATION MAY CAUSE ELIMINATION FROM ES SHALL NOT APPLY TO SERVICE CONTRACTS.
11	**************** COOPERATIVE PURCHASE. IS STATE AGENCIES, AND EXTER BE PERMITTED TO PURCHASE PURCHASING. THE BIDDER SUBDIVISIONS OF THE STATE	CTION NEEDED IN THIS CLAUSE HAS CHANGED**** *******************************
		ANY CONTRACT AWARDED TO APPLY TO QUASI STATE HER POLITICAL SUBDIVISIONS OF THE STATE.
	BIDDER PERMITSTHE UNITED STAT	ANY CONTRACT AWARDED TO APPLY TO AGENCIES OF TES GOVERNMENT.
	ORGANIZATIONS (LOCATED IN THIS	ANY CONTRACT AWARDED TO APPLY TO OTHER BUYING (OTHER THAN THE UNITED STATES GOVERNMENT), NOT STATE WHICH, IF LOCATED IN THIS STATE, WOULD UBLIC PROCUREMENT UNIT.

12 ACCEPTANCE. UNLESS OTHERWISE SPECIFIED, BIDS ON THIS CONTRACT WILL

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BE ASSUMED TO BE FIRM FOR ACCEPTANCE FOR A MINIMUM OF 60 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE SPECIFIED CONTRACT PERIOD.

13 CONTRACT REVISIONS. REQUESTS FOR REVISIONS TO THIS CONTRACT MUST BE ADDRESSED TO THE DIRECTOR OF STATE PURCHASING AND SHALL REFER THE CONTRACT ITEM NUMBER WITH JUSTIFICATION OF THE REQUEST. DISTRIBUTOR VENDOR CHANGES, PRICE REDUCTIONS AND JUSTIFIABLE ITEM DELETIONS MAY BE CONSIDERED DURING THE CONTRACT PERIOD. NEW ITEM ADDITIONS WILL BE CONSIDERED ONLY ON THE ANNIVERSARY DATE OF THE CONTRACT. EXCEPTIONS TO THIS WILL BE ALLOWED ONLY WHEN STATE PURCHASING HAS DETERMINED ADDITIONS WILL BE OF SUBSTANTIAL BENEFIT TO THE STATE AND WILL JUSTIFY THE TIME, EFFORT AND COST REQUIRED TO MAKE SUCH ADDITIONS.

CONTRACTOR MUST IMMEDIATELY NOTIFY THE OFFICE OF STATE PURCHASING WHEN ANY DEALER ON THIS CONTRACT IS TERMINATED, RELOCATED OR ADDED. ALL ORDERS PLACED WITH DEALERS PRIOR TO RECEIPT OF SUCH NOTIFICATION BY THE OFFICE OF STATE PURCHASING MUST BE HONORED. REVISIONS WILL BECOME EFFECTIVE ONLY UPON APPROVAL BY THE DIRECTOR OF STATE PURCHASING OR DESIGNEE. BIDDER SHOULD INCLUDE WITH BID A LIST OF ALL PERSONS, IN ADDITION TO THE SIGNER OF THIS BID, WHO ARE AUTHORIZED TO REQUEST REVISIONS TO THIS CONTRACT.

- 14 CONTRACTUAL PERIOD. THE STATE OF LOUISIANA INTENDS TO AWARD ALL ITEMS FOR AN INITIAL PERIOD, NOT TO EXCEED 12 MONTHS. DELAYS IN AWARDING, BEYOND THE ANTICIPATED STARTING DATE, MAY RESULT IN A CHANGE IN THE CONTRACT PERIOD. IF THE SITUATION OCCURS, AN AWARD MAY BE MADE FOR LESS THAN 12 MONTHS.
- 15 QUANTITIES. THIS IS AN OPEN-ENDED REQUIREMENTS CONTRACT. QUANTITIES SHOWN ARE BASED ON THE PREVIOUS CONTRACT USAGE OR ESTIMATES. WHERE USAGE IS NOT AVAILABLE, A QUANTITY OF 1 INDICATES A LACK OF HISTORY ON THIS ITEM. THE SUCCESSFUL BIDDER MUST SUPPLY AT BID PRICES ACTUAL REQUIREMENTS AS ORDERED WHETHER THE TOTAL OF SUCH REQUIREMENTS IS MORE OR LESS THAN THE QUANTITIES SHOWN.
- 16 ORDERS. ALL STATE AGENCIES ARE TO ISSUE CONTRACT RELEASE ORDERS FOR THE ITEMS REQUIRED, AS AND WHEN NEEDED. POLITICAL SUBDIVISIONS OF THE STATE AND QUASI AGENCIES WHO HAVE BEEN AUTHORIZED TO PURCHASE FROM CONTRACTS MADE BY THE OFFICE OF STATE PURCHASING, ARE TO ISSUE THEIR REGULAR PURCHASE ORDERS DIRECTLY TO THE SUPPLIER, MAKING REFERENCE TO THE CONTRACT AND ITEM NUMBER.
- 17 CONTRACT PERFORMANCE EVALUATION
 IN AN EFFORT TO IMPROVE OUR CONTRACTS TO MEET THE NEEDS OF THE
 AGENCIES WE SERVE, THE CONTRACTOR'S PERFORMANCE WILL BE MONITORED.
 AGENCIES' FEEDBACK WILL BE REQUESTED REGARDING CUSTOMER SERVICE,
 DELIVERY, PRODUCT QUALITY, BILLING, OVERALL EFFECTIVENESS OF THE
 CONTRACT, AND ANY NEEDED CHANGES. THEIR RESPONSES WILL BE CONSIDERED
 IN DETERMINING OUR OPTIONS FOR RENEWALS OR REVISIONS AND REBIDDING.
 TO VIEW THE CONTENT OF THE CONTRACT PERFORMANCE EVALUATION FORM, GO TO
 WWW.LOUISIANA.GOV/OSP/ONLINEFORMS/FORMLISTING.HTM#AGENCY.

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	AGENCY REPORTS OF DEFICI ADDRESSED DURING THE CON	TENT PERFORMANCE WILL BE APPROPRIATELY ITRACT PERIOD.	
18	THE STATE HAS IMPLEMENTE USES A VISA CARD PLATFOR	O - PROSPECTIVE VENDORS SHOULD BE AWARE THAT ED A PURCHASING CARD PROGRAM, "LACARTE", WHICH EM. VENDORS WILL BE ABLE TO RECEIVE PAYMENT IG THE CARD IN THE SAME MANNER AS OTHER VISA	
	MUST BE PLACED AGAINST TALL CONTRACT TERMS AND CONTRACT TERMS AND CONTRACT HOWEVER, A VERNET THROUGH THE CREDIT	GRAM PURCHASE ORDERS ARE NOT NECESSARY. ORDERS THE NET DISCOUNTED PRODUCTS OF THE CONTRACT. CONDITIONS APPLY TO PURCHASES MADE WITH ENDOR SHALL NOT PROCESS A TRANSACTION FOR PAY- CARD CLEARINGHOUSE UNTIL THE PURCHASED PRO- OR THE SERVICES PERFORMED.	
	OF ALL "LACARTE" PURCHAS CONTRACT PERIOD. THE FI QUANTITY, LINE TOTAL AND	NOT USED, THE VENDOR MUST KEEP ON FILE A RECORD SES ISSUED AGAINST THIS CONTRACT DURING THE LE MUST CONTAIN THE PARTICULAR ITEM NUMBER, O ORDER TOTAL. RECORDS OF THESE PURCHASES MUST CE OF STATE PURCHASING ON REQUEST.	
		NOT A MANDATORY REQUIREMENT OF THIS CONTRACT SIVE METHOD OF PAYMENT BY AGENCIES.	
	DO YOU AGREE TO ACCEPT 'AWARDED THIS CONTRACT?	'LACARTE" AS A PAYMENT OPTION, SHOULD YOU BE	
	YES	NO	
19	FOR PLACEMENT OF CONTRACT SHOP VIA THE INTERNET, CLINE. ORDERS ARE SENT FICATION THAT THE ORDER RETRIEVE IT. AFTER RECEPTANT TO LOG DESCRIPTION OF THE ABILITY TO LOG DESCRIPTION.	CAT PROVIDES AN INTERNET-BASED SHOPPING TOOL CIT ORDERS. USERS OF THE CONTRACTS ARE ABLE TO CREATE SHOPPING BASKETS, AND PLACE ORDERS ON- CLECTRONICALLY TO THE VENDOR, WITH EMAIL NOTI- HAS BEEN ISSUED AND IS WAITING FOR THEM TO CIVING THIS NOTIFICATION, THE CONTRACT VENDOR CNTO LA ECAT AND RETRIEVE HIS PURCHASE ORDERS, ASSOCIATED WITH NORMAL MAIL. MORE INFORMATION COWING WEBSITE: HTTP://DOA.LOUISIANA.GOV/OSP/ECAT/ECAT.HTM.	
		COLLED IN LA ECAT AND ARE AWARDED THIS CON- O THROUGH LA ECAT WILL BE SENT TO YOU	
		PENROLLED IN LA ECAT, BUT WOULD LIKE TO ENROLL ARDED THIS CONTRACT, SIMPLY PROVIDE THE INFOR-	
	•	ME UP FOR FREE PARTICIPATION IN LA ECAT.	
		· · · · · · · · · · · · · · · · · · ·	
	EMAIL ADDRESS:		
	CONTACT PERSON:		

SPECIAL TERMS & CONDITIONS	INVITATION TO BID	
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CONTACT	PHONE:	

- 20 PRICES MAY NOT EXCEED THE CURRENT NATIONAL ADVERTISED AND AVAILABLE GENERAL SERVICES ADMINISTRATION (GSA) PRICE LIST IF ONE EXISTS.
- 21 PRICES ARE TO BE BID IN THE UNIT OF MEASURE REQUESTED (PER ROLL, PER REEL, PER CARTON, PER GALLON, ETC.).
- 22 AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR TWO ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. TOTAL CONTRACT TIME MAY NOT EXCEED THIRTY-SIX (36) MONTHS.
- 23 "THE VENDOR UNDERSTANDS AND AGREES THAT THE SPECIFIED USAGE IS A NON-BINDING ESTIMATE AND THAT THE STATE RESERVES THE RIGHT TO PROCURE IN WHOLE OR IN PART THE SPECIFIED PRODUCTS FROM A GROUP PURCHASING ORGANIZATION UPON THE STATE'S DETERMINATION THAT SUCH ALTERNATIVE PROCUREMENT IS IN THE STATE'S BEST INTEREST."
- 24 THIS CONTRACT SHALL BE EFFECTIVE FOR THE PERIOD BEGINNING MAY 1, 2010 OR DATE OF AWARD, WHICHEVER IS LATER, AND ENDING APRIL 30, 2011.
- 25 SUCCESSFUL VENDOR SHOULD KEEP A COPY OF ALL ORDERS ISSUED AGAINST THIS CONTRACT DURING THE CONTRACT PERIOD. APPROXIMATELY NINETY (90) DAYS PRIOR TO THE END OF THE CONTRACT PERIOD VENDOR IS TO BE PREPARED TO SUBMIT TO THE OFFICE OF STATE PURCHASING A CONTRACT USAGE REPORT WITH COPIES OF ALL ORDERS.

THE USAGE REPORT IS TO INCLUDE THE VENDORS NAME, PHONE AND FAX NUMBERS, THE PERSONS NAME WHO COMPILED THE REPORT, A SUMMARY BY THE LINE ITEM WITH QUANTITY PURCHASED AND TOTAL VALUE OF EACH LINE ITEM. ADDITIONALLY THE REPORT IS TO SUMMARIZE THE TOTAL DOLLAR VOLUME OF THE ENTIRE CONTRACT. VENDOR MAY SUBMIT COMPUTER GENERATED REPORTS AND CAN ITEMIZE BY ORDER NUMBER, BY LINE ITEM, BUT THE LINE ITEM TOTALS, CONTRACT TOTALS AND COPIES OF ORDERS ARE REQUIRED.

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GENERAL CONDITIONS

- 1. CANCELLATION: THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THE CONTRACT WITH VENDOR UPON 24-HOUR WRITTEN NOTICE. SEE TERMINATION OF CONTRACT.
- 2. THE CONTRACTOR HOLDS AND SAVES THE STATE, ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM LIABILITY OF ANY KIND, INCLUDING COSTS AND EXPENSES ON ACCOUNT OF ANY PATENTED OR UNPATENTED INVENTION, ARTICLES, DEVICES OR APPLIANCES MANUFACTURED OR USED IN THE PERFORMANCE OF THIS CONTRACT, INCLUDING USE BY THE GOVERNMENT.
- 3. TERMINATION OF CONTRACT: THE DIVISION OF ADMINISTRATION RESERVES THE RIGHT TO TERMINATE THE CONTRACT PRIOR TO THE END OF THE PERIOD WITH A 24-HOUR WRITTEN NOTICE FOR UNSATISFACTORY DELIVERY, FOR FAILURE OF THE SAID REPLACEMENT PART TO MEET THE REQUIRED SPECIFICATIONS, OR FOR ANY OTHER UNSATISFACTORY CONDITION AS DETERMINED BY THE COMMISSIONER OF ADMINISTRATION. ALL ORDERS DELIVERED PRIOR TO THE EFFECTIVE DATE OF THE TERMINATION SHALL BE PAID FOR BY THE BUDGET UNIT IN ACCORDANCE WITH THE TERMS OF THE CONTRACT, WHEREUPON ALL OBLIGATIONS OF BOTH PARTIES OF THE CONTRACT SHALL CEASE EXCEPT THAT THE PROVISION ENTITLED "GUARANTEE" SHALL APPLY TO ALL ITEMS DELIVERED PRIOR TO THE TERMINATION.

SPECIAL CONDITIONS

- 1. THE PURCHASING SECTION OF THE DIVISION OF ADMINISTRATION RESERVES THE RIGHT TO AWARD THIS CONTRACT ON A LOUISIANA STATE POLICE TROOP AREA BASIS, OR WHEREVER THE BEST INTEREST OF THE STATE WILL BE SERVED. EACH STATE POLICE TROOP AREA MUST BE BID SEPARATELY.
- 2. CONTRACT USAGE: THIS CONTRACT HAS BEEN ESTABLISHED TO SERVICE THE NEEDS OF ALL STATE AGENCIES, INCLUDING THE DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT. STATE AGENCIES LOCATED WITHIN THE STATE POLICE TROOP AREA SHALL HAVE THE OPTION TO USE THIS CONTRACT AND RECEIVE CONTRACT PRICES AWARDED, F.O.B. VENDOR'S PLACE OF BUSINESS.

THIS AGREEMENT IS NON-EXCLUSIVE AND SHALL NOT IN ANY WAY PRECLUDE STATE AGENCIES FROM ENTERING INTO SIMILAR AGREEMENTS AND/OR ARRANGEMENTS WITH OTHER VENDORS OR FROM ACQUIRING SIMILAR, EQUAL, OR LIKE GOODS AND/OR SERVICES FROM OTHER ENTITIES OR SOURCES.

STATE POLICE TROOP AREAS ARE AS FOLLOWS:

TROOP PARISHES

A WEST FELICIANA, EAST FELICIANA, EAST BATON ROUGE, WEST BATON ROUGE, LIVINGSTON, ASCENSION, ST. JAMES, IBERVILLE, POINT COUPEE

B ST. JOHN THE BAPTIST, ST. CHARLES, JEFFERSON,

SPECIFICATIONS		INVITATION TO BID	
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!		ORLEANS, PLAQUEMINE, ST. BERNARD	
	С	ST. MARY, ST. MARTIN (BELOW IBERIA PARISH), ASSUMPTION, TERREBONNE, LAFOURCHE	
	D	ALLEN, CALCASIEU, JEFFERSON DAVIS, CAMERON, BEAUREGARD	
	E	NATCHITOCHES, WINN, LA SALLE, CATAHOULA, CONCORDIA, GRANT, RAPIDES, SABINE, VERNON, AVOYELLES	
	F	UNION, MOREHOUSE, WEST CARROLL, EAST CARROLL, LINCOLN, OUACHITA, RICHLAND, MADISON, JACKSON, CALDWELL, FRANKLIN, TENSAS	
	G	CADDO, BOSSIER, WEBSTER, CLAIBORNE, DESOTO, RED RIVER, BIENVILLE	
	I	ACADIA, LAFAYETTE, ST. MARTIN (ABOVE IBERIA PARISH), VERMILION, IBERIA, EVANGELINE, ST. LANDRY	
	L	ST HELENA, TANGIPAHOA, WASHINGTON, ST. TAMMANY	
	PURCHASING TO PROVENDORS. GIVEN TO GOVERNMENT AGENCIAL TRANSMISSION REPACONTRACTOR SHALL THE DIVISION OF ALLEAST 90 DAYS PRICEST SHOULD	IS THE INTENTION OF THE OFFICE OF STATE VIDE ACCURATE USAGE INFORMATION TO BIDDING HAT MANY NON-REPORTING ENTITIES, SUCH AS LOCAL ES AND QUASI AGENCIES, USE THE STATE'S IR, REBUILD & EXCHANGE CONTRACTS, THE INCUMBENT BE REQUIRED TO PROVIDE CONTRACT USAGE REPORTS TO DMINISTRATION, OFFICE OF STATE PURCHASING AT OR TO CONTRACT EXPIRATION, OR AS REQUESTED. LIST HOW MANY TIMES EACH CONTRACT LINE WAS USED LARS SPENT ON CONTRACT USAGE.	
3.	A PART OF THE CON ON AN ALL-OR-NONE RESPONSIBLE BIDDER BY THE DIVISION OF SHALL BE AWARDED	THIS PROPOSAL, IN ITS ENTIRETY, SHALL BECOME TRACT. EACH AREA CONTRACT SHALL BE AWARDED BASIS TO THE OVERALL LOWEST RESPONSIVE AND R FOR EACH STATE POLICE TROOP AREA AS DETERMINED F ADMINISTRATION. EACH STATE POLICE TROOP AREA SEPARATELY, THEREFORE, CONTRACTORS MUST BID EACH O BE CONSIDERED FOR AN AWARD IN THAT AREA.	
4.	AND REQUIREMENTS (DOWNTIME AND LOGIS CONTRACTOR MAINTA AN APPROXIMATE 25	ENT: TO ENABLE THIS CONTRACT TO MEET THE NEEDS OF THE USING AGENCIES (I.E. MINIMUM EQUIPMENT STICAL CONVENIENCE), IT IS NECESSARY THAT THE IN AT LEAST ONE (1) REPAIR CENTER LOCATED WITHIN -MILE* RADIUS OF EACH TROOP SITE BID. BIDDERS HE INFORMATION REQUESTED BELOW:	
	STREET ADDRESS:CITY, STATE, ZIP (CODE:	

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*THE DIVISION OF ADMINISTRATION RESERVES THE RIGHT TO DETERMINE IF ANY LOCATION BEYOND 25 MILES FROM THE TROOP SITE WILL PROPERLY SERVE THE NEEDS OF THIS CONTRACT.

- 5. CONTRACTOR REQUIREMENTS: CONTRACTOR SHALL EMPLOY A SUFFICIENT NUMBER OF COMPETENT PERSONNEL WHO ARE WELL-TRAINED IN ALL FACETS OF AUTOMATIC TRANSMISSION REPAIR AND DIAGNOSIS. CONTRACTOR SHALL POSSESS A FACILITY WHICH IS EQUIPPED WITH THE RESPECTIVE TOOLS, HOISTS, DIAGNOSTIC EQUIPMENT, AND REPAIR PARTS NEEDED TO PROPERLY AND EXPEDITIOUSLY PERFORM ALL SERVICE AND INSTALLATION OPERATIONS THAT MAY BE REQUIRED. CONTRACTOR SHALL HAVE A LEGALLY AVAILABLE, SUITABLY SIZED, ENCLOSED AREA IN WHICH TO STORE STATE-OWNED VEHICLES AWAITING SERVICE. THE DIVISION OF ADMINISTRATION RESERVES THE RIGHT TO INSPECT THE CONTRACTOR'S FACILITY TO DETERMINE COMPLIANCE WITH THESE REQUIREMENTS PRIOR TO AWARD.
- 6. INSURANCE: CONTRACTOR SHALL SECURE AND MAINTAIN DURING THE LIFE OF THE CONTRACT INSURANCE COVERAGES AS DEFINED HEREIN. PROOF OF SATISFACTORY COVERAGES SHOULD BE SUPPLIED WITH THE BID AND WILL BE REQUIRED PRIOR TO CONTRACT AWARD. SEE INSURANCE REQUIREMENTS.
- 7. F.O.B. POINT: F.O.B. POINT SHALL BE CONTRACTOR'S LOCATION. USING AGENCIES SHALL BE RESPONSIBLE FOR PICKING UP VEHICLES FROM THE CONTRACTOR'S PLACE OF BUSINESS.
- 8. SCOPE OF WORK: QUOTED PRICES SHALL INCLUDE ALL COSTS OF LABOR, REMANUFACTURED ACCORDING TO THE RESPECTIVE VEHICLE MANUFACTURER'S SPECIFICATIONS. THE TORQUE CONVERTER WILL BE SECURELY FASTENED TO THE TRANSMISSION AND DELIVERED AS A SINGLE UNIT. CONTRACTOR SHALL HAVE THE DIAGNOSTIC MEANS TO TEST ANY LOCKING TORQUE CONVERTER TO INSURE THAT IT IS OPERATING PROPERLY AND FULLY FUNCTIONAL.
- 9. USE OF STATE OWNED VEHICLES:
 - A. CONTRACTOR IS NOT AUTHORIZED AND SHALL NOT USE ANY STATE OWNED VEHICLES FOR COMMERCIAL, OR PERSONAL ACTIVITIES.
 - B. CONTRACTOR AND HIS EMPLOYEES SHALL NOT TAKE STATE OWNED VEHICLES HOME WITHOUT PRIOR, DOCUMENTED APPROVAL FROM AN AGENCY REPRESENTATIVE. ANY SUCH APPROVAL FOR THE DEPARTMENT OF WILDLIFE AND FISHERIES, MUST BE OBTAINED FROM A REPRESENTATIVE WITH A MINIMUM STATUS OF REGIONAL SUPERVISOR.
 - C. WHILE IT IS UNDERSTOOD THAT THE CONTRACTOR MAY NEED TO TEST DRIVE STATE OWNED VEHICLES FOR DIAGNOSTIC PURPOSES, TEST MILEAGE SHOULD BE KEPT TO A MINIMUM. CONTRACTOR SHALL HAVE PRIOR, DOCUMENTED APPROVAL FROM THE DEPARTMENT OF WILDLIFE AND FISHERIES, MINIMUM OF REGIONAL SUPERVISOR, IF IT IS NECESSARY TO EXCEED THIRTY (30) MILES FOR THE TEST MILEAGE.
- 10. FLEET COVERAGE: CONTRACTOR SHALL DISTINCTLY AGREE AND UNDERSTAND

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THAT ALL FACTORY AVAILABLE, TWO AND FOUR WHEEL DRIVE, POWERTRAIN CONFIGURATIONS OF DOMESTIC PASSENGER VEHICLES AND LIGHT DUTY TRUCKS REPRESENT POTENTIAL REPAIRS UNDER THIS CONTRACT.

CONTRACTOR SHALL GUARANTEE QUOTED CONTRACT PRICES, REGARDLESS OF ANY REPAIR COST DIFFERENTIALS WHICH MAY EXIST ACROSS THE STATE'S FLEET OF PASSENGER VEHICLES AND LIGHT DUTY TRUCKS. REQUESTS FOR SPECIAL PRICING ALLOWANCES ABOVE THE CONTRACT PRICES WILL NOT BE ENTERTAINED.

TRANSMISSION REPAIRS ON HEAVY DUTY TRUCKS AND EQUIPMENT ARE SPECIFICALLY EXCLUDED FROM COVERAGE UNDER THIS CONTRACT.

- 11. WARRANTY PERIOD: CONTRACTOR MUST WARRANT ALL WORK PERFORMED FOR A MINIMUM OF 12 MONTHS OR 12,000 MILES, WHICHEVER COMES FIRST.
- 12. TOWING: CONTRACTOR SHALL PROVIDE TOWING SERVICES AS REQUIRED, AND SHALL BE RESPONSIBLE FOR SCHEDULING AND COORDINATING TOWING WITH THE USING AGENCY. NO TOWING CHARGE WILL BE APPLIED WITHIN THE FIRST TEN (10) MILES; AND THEREAFTER, A PER MILE COST MAY BE CHARGED AND ADDED TO THE INVOICE AS BID ON LINE 00001. NO OTHER TOWING WILL BE CONSIDERED OR ACCEPTED.
- 13. TRANSMISSION INSPECTION: CONTRACTOR SHALL BE REQUIRED TO FURNISH A DIAGNOSTIC TRANSMISSION INSPECTION TO DETERMINE THE SCOPE OF WORK INVOLVED AND TO PROVIDE A REPAIR COST. IN THE EVENT THE USER AGENCY AGREES TO THE NEEDED REPAIRS, ANY COST OF INSPECTION SHALL BE INCLUDED IN THE QUOTED CONTRACT PRICES. IN THE EVENT THE USER AGENCY DECLINES THE NEEDED REPAIRS, CONTRACTOR MAY CHARGE A FLAT RATE DIAGNOSTIC/INSPECTION FEE AS QUOTED HEREIN.
- 14. SERVICE TIME: CONTRACTOR SHALL PROVIDE A 24-HOUR SERVICE TURNAROUND AFTER RECEIPT OF THE VEHICLE.
- 15. EMERGENCY PARTS: IN THE EVENT THE USER AGENCY REQUIRES AND AUTHORIZES ANY EXPEDITED MEANS OF DELIVERY, THE VENDOR MAY BE REIMBURSED FOR THE EXPRESS FREIGHT CHARGES. EXPRESS FREIGHT CHARGES SHALL BE PREPAID AND ADDED TO THE INVOICE, AND MUST BE SUBSTANTIATED WITH A COPY OF THE SHIPPER'S INVOICE AND FREIGHT BILL FOR PAYMENT.
- 16. INSURANCE COVERAGE REQUIREMENTS:
 - A. GARAGE LIABILITY \$250,000.00 MINIMUM COVERAGE APPLIES TO INSURED'S LEGAL LIABILITY RESULTING IN BODILY INJURY, PROPERTY DAMAGE, ADVERTISING INJURY OR PERSONAL INJURY ARISING OUT OF THE PREMISES, OPERATIONS OR USE OF NON-OWNED AUTOS RESULTING FROM AN AUTOMOBILE INSTALLATION, SERVICE, REPAIR, STORAGE OR PARKING BUSINESS.
 - B. GARAGE KEEPER'S LEGAL LIABILITY ENDORSEMENT \$250,000.00 COVERAGE APPLIES TO THE INSURED'S LEGAL LIABILITY FOR ACCIDENTAL DIRECT PHYSICAL LOSS TO VEHICLES IN THE INSURED'S POSSESSION CAUSED BY COMPREHENSIVE OR COLLISION.
 - C. BUSINESS LIABILITY \$1,000,000 COMPREHENSIVE PUBLIC GENERAL LIABILITY INSURANCE, INCLUDING BUT NOT LIMITED TO BODILY

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OPERATIONS AND	TY DAMAGE, PRODUCT LIABILITY COMPLETED OWNER'S PROTECTIVE LIABILITY WITH COMBINED OF \$500,000 PER OCCURANCE WITH A MINIMUM 1,000,000.
DURING THE TERM	SURANCE - THE VENDOR SHALL HAVE AND MAINTAIN (LENGTH) OF THE CONTRACT (BID) WORKMAN'S ISURANCE FOR ALL OF THEIR EMPLOYEE'S EMPLOYED CE OF BUSINESS.
	VENDOR LIST
BE DESIGNATED AS PRIME OF PROPOSAL. IF ADDITIONAL RELEASE ORDERS FOR ITEMS SUBMIT, WITH THE BID, A	E EXECUTION OF BID PAGE CONTAINED HEREIN SHALL CONTRACTOR ON ANY CONTRACT RESULTING FROM THIS L VENDORS ARE AUTHORIZED TO RECEIVE PURCHASE/S CONTAINED IN SAID CONTRACT, THE BIDDER MUST LIST OF THOSE ADDITIONAL AUTHORIZED CONTRACTOR WILL BE RESPONSIBLE FOR THE FOR VENDORS LISTED.
15 15	TE BUSINESS ADDRESS OF ALL VENDORS WHO ARE DERS AGAINST THIS CONTRACT, AND IDENTIFY PLICABLE TROOP AREA.
	

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PRICE S	HEET	INVITATI	ON TO B	ID		
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	UNLESS SPECIFIED ELSEWHERE SHIP TO: STATEWIDE DELIVERY					
00001	COMMODITY CODE: 928-85-006756	1	MILE			
	IMPORTANT NOTICE					
	THE FORMAT OF THE STATE CONTRACT FOR TRANSMISSION REPLACEMENT AND REPAIRS HAS BEEN MODIFIED TO INCLUDE LINES FOR FORD, GM AND CHRYSLER AUTOMOBILES AND PICKUP TRUCKS. ADDITIONAL LINES HAVE BEEN ADDED TO INCLUDE REPLACEMENT, RESEAL AND MAINTENANCE ON CHRYSLER REAR WHEEL DRIVE AUTOMOBILES WITH MERCEDES TRANSMISSIONS.					
	WARRANTY PERIOD: CONTRACTOR MUST WARRANT ALL WORK PERFORMED FOR A MINIMUM OF 12 MONTHS OR 12,000 MILES, WHICHEVER COMES FIRST.					
	COST PER MILE FOR TOWING AFTER THE FIRST TEN (10) MILES. FIRST TEN (10) MILES ARE NO CHARGE. APPLIES TO ALL VEHICLES.					
	SPECIFY BRAND (& NUMBER IF APPLICABLE)					
	SHIP TO: CONTRACT TROOP I					
00002	COMMODITY CODE: 928-85-006743	1	EACH			
	FOR FURNISHING REMANUFACTURED TRANSMISSION COMPLETE WITH REMANUFACTURED TORQUE CONVERTER ON AN EXCHANGE BASIS FOR ELECTRONIC AUTOMATIC OVERDRIVE REAR WHEEL DRIVE (EAOD RWD) FORD AUTOMOBILES AND PICKUP					

PRICE S	HEET	INVITATION	<u>ON TO B</u>	ID		
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDE	D TOTAL
	TRUCKS AS FURNISHED BY THE STATE OF LOUISIANA. SPECIFY BRAND (& NUMBER IF APPLICABLE)					
	SHIP TO: CONTRACT TROOP I					
00003	COMMODITY CODE: 928-85-006743 FOR FURNISHING REMANUFACTURED TRANSMISSION COMPLETE WITH REMANUFACTURED TORQUE CONVERTER ON AN EXCHANGE BASIS FOR ELECTRONIC AUTOMATIC OVERDRIVE REAR WHEEL DRIVE (EAOD RWD) GM AUTOMOBILES AND PICKUP TRUCKS AS FURNISHED BY THE STATE OF LOUISIANA. SPECIFY BRAND (& NUMBER IF APPLICABLE)	1	EACH			
	SHIP TO: CONTRACT TROOP I					
00004	COMMODITY CODE: 928-85-006743 FOR FURNISHING REMANUFACTURED TRANSMISSION COMPLETE WITH REMANUFACTURED TORQUE CONVERTER ON AN EXCHANGE BASIS FOR ELECTRONIC AUTOMATIC OVERDRIVE REAR WHEEL DRIVE (EAOD RWD) CHRYSLER AUTOMOBILES AND PICKUP TRUCKS AS FURNISHED BY THE STATE OF LOUISIANA. SPECIFY BRAND (& NUMBER IF APPLICABLE)	1	EACH			

PRICE S	НЕЕТ	INVITATION	ОИ ТО В	ID		
NUMBER	: 2238897 : 04/14/10 TIME: 10:00 AM	BIDDER:				PAGE 17
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED	TOTAL
	SHIP TO: CONTRACT TROOP I					
00005	COMMODITY CODE: 928-85-006743 TRANSMISSION RESEAL INCLUDING REPLACEMENT OF ALL EXTERNAL SEALS & GASKETS, FILTERS/STRAINERS, FLUID & ANY OTHER PARTS REQUIRED TO PREVENT TRANSMISSION FROM LEAKING (FOR EAOD RWD) SPECIFY BRAND (& NUMBER IF APPLICABLE)	1	EACH			
	SHIP TO: CONTRACT TROOP I					
00006	COMMODITY CODE: 928-85-006743 TRANSMISSION MAINTENANCE SERVICE INCLUDING REPLACEMENT OF FLUID, FILTER OR SCREENS, PAN GASKET & ANY NECESSARY ADJUSTMENTS TO INSURE A PERFECTLY FUNCTIONAL, DURABLE UNIT (FOR EAOD RWD) SPECIFY BRAND (& NUMBER IF APPLICABLE)	1	EACH			
	SHIP TO: CONTRACT TROOP I					
00007	COMMODITY CODE: 928-85-006739 FOR FURNISHING REMANUFACTURED TRANSMISSIONS COMPLETE WITH REMANUFACTURED TORQUE CONVERTER	1	EACH			

PRICE S	HEET	INVITATI	ON TO B	ID		
NUMBER	: 2238897 : 04/14/10 TIME: 10:00 AM	BIDDER:				PAGE 18
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDE	TOTAL
	ON AN EXCHANGE BASIS FOR ELECTRONIC AUTOMATIC OVERDRIVE FRONT WHEEL DRIVE (EAOD FWD) FORD AUTOMOBILES AS FURNISHED BY THE STATE OF LOUISIANA SPECIFY BRAND (& NUMBER IF APPLICABLE)					
	SHIP TO: CONTRACT TROOP I					
00008	COMMODITY CODE: 928-85-006739	1	EACH			
	FOR FURNISHING REMANUFACTURED TRANSMISSIONS COMPLETE WITH REMANUFACTURED TORQUE CONVERTER ON AN EXCHANGE BASIS FOR ELECTRONIC AUTOMATIC OVERDRIVE FRONT WHEEL DRIVE (EAOD FWD) GM AUTOMOBILES AS FURNISHED BY THE STATE OF LOUISIANA. SPECIFY BRAND (& NUMBER IF APPLICABLE)					
	SHIP TO: CONTRACT TROOP I					
00009	COMMODITY CODE: 928-85-006739 FOR FURNISHING REMANUFACTURED TRANSMISSIONS COMPLETE WITH REMANUFACTURED TORQUE CONVERTER ON AN EXCHANGE BASIS FOR ELECTRONIC AUTOMATIC OVERDRIVE FRONT WHEEL DRIVE (EAOD FWD) CHRYSLER AUTOMOBILES AS FURNISHED BY THE STATE OF LOUISIANA.	1	EACH			
	SPECIFY BRAND (& NUMBER IF APPLICABLE)					

PRICE S	HEET	INVITATION	ON TO B	ID		
	: 2238897 : 04/14/10 TIME: 10:00 AM : 92693	BIDDER:				PAGE 19
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED	TOTAL
00010	SHIP TO: CONTRACT TROOP I COMMODITY CODE: 928-85-006739 TRANSMISSION RESEAL INCLUDING REPLACEMENT OF ALL EXTERNAL SEALS AND GASKETS, FILTERS/STRAINERS, FLUID AND ANY OTHER PARTS REQUIRED TO PREVENT TRANSMISSION FROM LEAKING, (FOR EAOD	1	EACH			
	FWD) SPECIFY BRAND (& NUMBER IF APPLICABLE) SHIP TO: CONTRACT TROOP I					
00011	COMMODITY CODE: 928-85-006739 TRANSMISSION MAINTENANCE SERVICE INCLUDING REPLACEMENT OF FLUID, FILTER OR SCREENS, PAN GASKET, AND ANY NECESSARY ADJUSTMENTS TO INSURE A PERFECTLY FUNCTIONAL, DURABLE UNIT. (FOR EAOD FWD) SPECIFY BRAND (& NUMBER IF APPLICABLE)	1	EACH			
00012	SHIP TO: CONTRACT TROOP I COMMODITY CODE: 928-85-006737 FOR FURNISHING REMANUFACTURED	1	EACH			

PRICE S	HEEI	1144117411	ON TO B	טו		1
	: 2238897 : 04/14/10 TIME: 10:00 AM : 92693	BIDDER:				PAGE 20
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED	TOTAL
	TRANSMISSIONS COMPLETE WITH REMANUFACTURED TORQUE CONVERTER ON AN EXCHANGE BASIS FOR ELECTRONIC AUTOMATIC OVERDRIVE FOUR WHEEL DRIVE (EAOD 4WD) FORD AUTOMOBILES AND PICKUP TRUCKS AS FURNISHED BY THE STATE OF LOUISIANA. SPECIFY BRAND (& NUMBER IF APPLICABLE)					
	SHIP TO: CONTRACT TROOP I					
00013	COMMODITY CODE: 928-85-006737	1	EACH			
	FOR FURNISHING REMANUFACTURED TRANSMISSIONS COMPLETE WITH REMANUFACTURED TORQUE CONVERTER ON AN EXCHANGE BASIS FOR ELECTRONIC AUTOMATIC OVERDRIVE FOUR WHEEL DRIVE (EAOD 4WD) GM AUTOMOBILES AND PICKUP TRUCKS AS FURNISHED BY THE STATE OF LOUISIANA. SPECIFY BRAND (& NUMBER IF APPLICABLE)					
	SHIP TO: CONTRACT TROOP I					
00014	COMMODITY CODE: 928-85-006737	1	EACH			
	FOR FURNISHING REMANUFACTURED TRANSMISSIONS COMPLETE WITH REMANUFACTURED TORQUE CONVERTER ON AN EXCHANGE BASIS FOR ELECTRONIC AUTOMATIC OVERDRIVE FOUR WHEEL DRIVE (EAOD 4WD) CHRYSLER AUTOMOBILES AND PICKUP TRUCKS AS FURNISHED BY THE STATE OF LOUISIANA.					

DDICE	HEET	INVITATIO	ON TO B	ID		
	: 2238897 : 04/14/10 TIME: 10:00 AM	BIDDER:				PAGE 21
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED	TOTAL
	SPECIFY BRAND (& NUMBER IF APPLICABLE)					
	SHIP TO: CONTRACT TROOP I					
00015	COMMODITY CODE: 928-85-006737 TRANSMISSION RESEAL INCLUDING REPLACEMENT OF ALL EXTERNAL SEALS AND GASKETS, FILTERS/STRAINERS, FLUID AND ANY OTHER PARTS REQUIRED TO PREVENT TRANSMISSION FROM LEAKING (EAOD 4WD) SPECIFY BRAND (& NUMBER IF APPLICABLE)	1	EACH			
	SHIP TO: CONTRACT TROOP I					
00016	COMMODITY CODE: 928-85-006737 TRANSMISSION MAINTENANCE SERVICE INCLUDING REPLACEMENT OF FLUID, FILTER OR SCREENS, PAN GASKET, AND ANY NECESSARY ADJUSTMENTS TO INSURE A PERFECTLY FUNCTIONAL, DURABLE UNIT. (EAOD 4WD)	1	EACH			
00017	SPECIFY BRAND (& NUMBER IF APPLICABLE) SHIP TO: CONTRACT TROOP I COMMODITY CODE: 928-85-006737	1	EACH			

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NUMBER	: 2238897 : 04/14/10 TIME: 10:00 AM	BIDDER:				PAGE 22
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED	TOTAL
	FOR FURNISHING REMANUFACTURED TRANSMISSION COMPLETE WITH REMANUFACTURED TORQUE CONVERTER ON AN EXCHANGE BASIS FOR ELECTRONIC AUTOMATIC OVERDRIVE REAR WHEEL DRIVE (EAOD RWD) CHRYSLER AUTOMOBILES WITH MERCEDES TRANSMISSION AS FURNISHED BY THE STATE OF LOUISIANA. SPECIFY BRAND (& NUMBER IF APPLICABLE)					
	SHIP TO: CONTRACT TROOP I					
00018	COMMODITY CODE: 928-85-006737 TRANSMISSION RESEAL INCLUDING REPLACEMENT OF ALL EXTERNAL SEALS & GASKETS, FILTERS/STRAINERS, FLUID & ANY OTHER PARTS REQUIRED TO PREVENT TRANSMISSION FROM LEAKING (FOR EAOD RWD) CHRYSLER AUTOMOBILES WITH MERCEDES TRANSMISSION. SPECIFY BRAND (& NUMBER IF APPLICABLE) SHIP TO: CONTRACT TROOP I	1	EACH			
00019	COMMODITY CODE: 928-85-006737 TRANSMISSION MAINTENANCE SERVICE INCLUDING REPLACEMENT OF FLUID, FILTER OR SCREENS, PAN GASKET & ANY NECESSARY ADJUSTMENTS TO INSURE A PERFECTLY FUNCTIONAL, DURABLE UNIT (FOR EAOD RWD) CHRYSLER AUTOMOBILES WITH MERCEDES TRANSMISSION.	1	EACH			

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDE	D TOTAL
	SPECIFY BRAND (& NUMBER IF APPLICABLE)					
	SHIP TO: CONTRACT TROOP I					
00020	COMMODITY CODE: 928-85-006733 TRANSMISSION DIAGNOSTIC/INSPECTION FLAT RATE FEE, (NOTE: FEE MAY BE CHARGED ONLY IF CONTRACTOR PERFORMS DIAGNOSTIC INSPECTION AND USING AGENCY DECLINES THE NEEDED REPAIRS) APPLIES TO ALL VEHICLES SPECIFY BRAND (& NUMBER IF APPLICABLE) SHIP TO: CONTRACT TROOP I	1	EACH			